

GENERAL AMERICAN TRANSPORTATION CORPORATION
EQUIPMENT TRUST, SERIES 64

4451 R
RECORDATION NO. _____ Filed & Recorded

OCT 28 1971 - 9 30 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT DATED AS OF NOVEMBER 1, 1971
TO EQUIPMENT TRUST AGREEMENT DATED AS OF AUGUST 1, 1967

BY AND BETWEEN

THE FIRST NATIONAL BANK OF CHICAGO, TRUSTEE

FIRST NATIONAL CITY BANK, SUCCESSOR TRUSTEE

AND

GENERAL AMERICAN TRANSPORTATION CORPORATION

(Substitution of Trustee)

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Supplemental Agreement dated as of November 1, 1971, among The First National Bank of Chicago, a National Banking Association ("First of Chicago"), First National City Bank, a National Banking Association ("FNCB"), and General American Transportation Corporation, a New York corporation ("GATX").

WHEREAS, First of Chicago is Trustee under GATX Series 64 Equipment Trust Agreement dated as of August 1, 1967 (the "Agreement"), filed and recorded with the Interstate Commerce Commission July 27, 1967 (I.C.C. Recordation No. 4451); and

WHEREAS, pursuant to Section 9.09 of the Agreement, First of Chicago has given written notice to GATX and the certificate holders of its resignation as such Trustee, effective upon the acceptance of appointment by the successor Trustee; and

WHEREAS, GATX wishes to appoint FNCB as successor Trustee and FNCB wishes to accept such appointment, and by Order dated September 9, 1971, the Securities and Exchange Commission has granted GATX's application under Section 310(b)(1)(ii) of the Trust Indenture Act with respect to such successor trusteeship of FNCB,

NOW, THEREFORE, the parties agree as follows:

1. GATX hereby accepts the resignation of First of Chicago as Trustee under the Agreement and appoints FNCB as successor Trustee, with all the duties, obligations, rights and powers under the Agreement heretofore vested in First of Chicago as Trustee.

2. FNCB hereby accepts appointment as successor Trustee under the Agreement and the assignments and transfers by First of Chicago made in paragraph 3 below, subject to the rights of GATX under the Agreement.

3. Pursuant to the request of GATX hereby made, First of Chicago hereby assigns and transfers to FNCB, as successor Trustee, all of First of Chicago's rights, title and interest in and to (i) the Agreement, together with all its rights and powers thereunder, (ii) the Trust Equipment listed and described in Schedule A to the Agreement and (iii) all other property (including moneys) held by First of Chicago as Trustee under the Agreement.

4. First of Chicago hereby (i) agrees to transfer and deliver to FNCB all books, records, documents and instruments necessary for the performance of its duties and obligations under the Agreement as successor Trustee, (ii) represents and warrants to GATX and FNCB that it has not caused any liens or encumbrances to have been placed on any of the aforesaid Trust Equipment and (iii) acknowledges that all sums due First of Chicago under Sections 7.03 and 9.06 of the Agreement have been paid and that GATX has no further liability to First of Chicago under any provision of the Agreement.

5. FNCB represents and warrants to GATX that as of this date it is qualified and eligible under the provisions of Sections 9.07 and 9.08 of the Agreement to serve as successor Trustee under the Agreement.

6. FNCB and GATX hereby agree that the Agreement is hereby amended by:

(a) deleting from the form of Trust Certificate "The First National Bank of Chicago" at each place where it appears and substituting therefore "First National City Bank";

(b) deleting from the form of Trust Certificate "City of Chicago, State of Illinois, or, at the option of the holder, at the agency of the Trustee in the", "or agency", "and agency" and ", any agency of the Trustee";

(c) deleting the third paragraph of Section 1.01 and revising the sixth paragraph of that section to read "Corporate Trust Office shall mean the principal corporate trust office of the Trustee in the Borough of Manhattan, City and State of New York";

(d) deleting "or, at the option of the holder, the Agency of the Trustee" from Sections 2.02, 2.06, 3.02 and 3.04 and "or the Agency of the Trustee, as the case may be," from Section 3.02;

(e) deleting from the first sentence of Section 12.06 "135 South La Salle Street", "60690" and "38 South Dearborn Street, Chicago, Illinois 60690" and substituting therefor, respectively, "120 South Riverside Plaza", 60606" and "111 Wall Street, New York, New York 10015, Attention Corporate Agency Department"; and

(f) deleting from the form of Trust Certificate the words "Vice Presidents", "Vice President", "Trust Officers" and "Trust Officer", and substituting for such words, respectively, the words "Trust Officers", Trust Officer", "Assistant Trust Officers" and "Assistant Trust Officer", and deleting from Section 2.04 the words "Vice Presidents" and "Trust Officers" and substituting for those words, respectively, the words "Trust Officers" and "Assistant Trust Officers".

7. The appointment of FNCB as agent of First of Chicago in respect of its trusteeship under the Agreement is hereby terminated, and FNCB (i) agrees that all moneys and securities presently held by it as such agent shall be held by it as successor Trustee under the Agreement and shall be applied in accordance with Sections 9.04 and 9.05 of the Agreement and (ii) acknowledges that it has been paid in full for its services as such agent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and their respective corporate seals to be hereunto affixed as of the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO

By _____

VICE-PRESIDENT

ATTEST:

Trust Officer

FIRST NATIONAL CITY BANK

By 
TRUST OFFICER

ATTEST:


ASSISTANT TRUST OFFICER

GENERAL AMERICAN TRANSPORTATION CORPORATION

By 
Vice President

ATTEST:


Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 26th day of October, 1971, before me personally appeared J. R. GRIMES, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE FIRST NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Notary Public T. Brunk

My Commission expires SEP 17 1975

[Notarial Seal]

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 22nd day of October, 1971, before me personally appeared E. J. Jaworski, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the

Carole Kleinschneider
Notary Public

CAMILLE KLEINSTEUBER
Notary Public, State of New York
No. 24-2145660
Qualified in Kings County
Certificate filed in New York County
Certificate filed in Richmond County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1973

On this 20th day of October, 1971, before me personally appeared G. W. Rothschild, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dalores A. Zupchewski
Notary Public

[Notarial Seal]